

# INVITATION TO BID



Department Of Executive Services  
Finance and Business Operations Division  
**Procurement and Contract Services Section**  
206-684-1681 TTY Relay: 711

**DATE ADVERTISED: 3/16/06**

ITB Title: **Boat, Rescue, Patrol, 37 FT.**

ITB Number: **IT13057-AAB**

Due Date: **April 18, 2006 - 2:00 P.M.**

Buyer: Amon Billups, [amon.billups@metrokc.gov](mailto:amon.billups@metrokc.gov), 206 263-4270

Furnishing new, current model Dual Engine, **Dual Engine, 37 Ft., Rescue Patrol Boat**, in accordance with the following and attached Invitation to Bid (ITB) instructions, requirements and specifications.

**Total Bid Price: \$\_\_\_\_\_**

**Pre-Bid Conference:**

Tuesday, April 5, 2006, 9:30 AM,  
King County Procurement Services Sect.  
821- 2<sup>nd</sup> Ave, 8<sup>th</sup> Fl, Conference Rm. "A"  
Seattle, WA 98104

Sealed Bids are hereby solicited and will **Only** be received by:  
**King County Procurement Services Section**  
**Exchange Building, 8<sup>th</sup> Floor**  
**821 Second Avenue**  
**Seattle, WA 98104-1598**  
Office Hours: 8:00 a.m. - 5:00 p.m.  
Monday - Friday

**OFFEROR MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)**

Company Name

Address

City / State / Postal Code

Signature

Authorized Representative / Title

Email

Phone

Fax

Delivery guaranteed: ☐ Yes ☐ No

Days after order:

Prompt Payment Discount Terms:  
%- Days, Net

Prime Proposer SEDB / DBE Certification number (if applicable - see [Section 1-24](#))

This Invitation to Bid will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities upon request.

## **SECTION 1 - BIDDING INSTRUCTIONS AND PURCHASE CONTRACT CONDITIONS**

### **1-1 EXPLANATION TO OFFERORS**

All questions and any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing and directed to the named buyer not later than seven (7) days prior to the due date specified in the solicitation. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished to all prospective offerors as an amendment to the solicitation, if such information is necessary to offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed offerors.

### **1-2 SUBMISSION OF OFFERS**

- A. The **original and three (3) copy(s)** of this entire solicitation document package shall be signed and submitted complete. Original shall be noted or stamped "original". Offerors shall use and complete this document for their response, are encouraged to use recycled paper in the preparation of additional documents submitted with this solicitation, and shall use both sides of paper sheets where practicable. Failure to return the entire solicitation document with offer will result in disqualification of the offeror.
- B. Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The offeror shall show the solicitation title and number, the due date specified in the solicitation for receipt, and the name and address of the offeror on the face of the envelope. Offerors are cautioned that failure to comply may result in non-acceptance of the offer.
- C. Telegraphic or electronic offers will not be considered. Modifications to offers already received may be made by telegram provided the actual telegram is received prior to the hour and date specified for the bid opening.
- D. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified in the solicitation, will be submitted without expense to the County. If not destroyed by testing, samples will be returned at the offeror's request and expense unless otherwise specified.
- E. All offers submitted shall be firm offers for a minimum period of 60 days after the bid opening date unless otherwise stated in writing in the offer.

### **1-3 FAILURE TO SUBMIT OFFER**

If the recipient of this solicitation does not wish to submit an offer for the goods or services requested, they may return it and/or a written notice stating whether they wish to continue to receive future solicitations for the type of supplies or services specified.

### **1-4 LATE OFFERS**

Offers, modifications of offers, and withdrawal of offers received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

### **1-5 PREPARATION OF OFFERS**

- A. Offerors are expected to examine the drawings, specifications, delivery, schedules and all Instructions. Failure to do so will be at the offeror's risk.

- B. All offers shall be considered to be in strict compliance with the bid invitation specifications and the successful offeror will be held responsible therefore unless any and all variations from the specifications are clearly described and sufficient supporting data is submitted with the bid to show their equivalency to the specifications.
- C. Each offeror shall furnish all information required by the solicitation. To be eligible for award the offeror must sign the solicitation and print or type their name in the space provided. Offers signed by an agent are to be accompanied by evidence of their authority unless such evidence has been previously furnished.
- D. Unit prices with extended totals for each item shall be listed and shall include all packing charges. Unit prices will be used as the basis for awards when an error in extending total amounts occurs.
- E. The prices quoted shall remain firm until all deliveries of goods and/or services are completed. Offers stating price in effect at the time of shipment will not be accepted.
- F. When indicated, King County will use prompt payment discount terms when evaluating offers, however, discounts terms of less the twenty (20) days will not be considered. The minimum acceptable payment terms without benefit of twenty (20) day discount shall be NET 30 days. List prompt payment discounts offered on page 1 of the solicitation.
- G. Taxes shall NOT be included in the bid prices. Applicable taxes will be added as a separate item. The offeror is cautioned that sales tax is a factor in evaluating the total cost to the County for awards.
- H. All deliveries shall be FOB destination unless otherwise specified by the County, or when specifically excepted by the offeror. All offerors of FOB origin shipments are cautioned that shipping costs are a factor in determining net costs to the County.
- I. Offeror must state a definite time for delivery of supplies or completion of performance of service unless otherwise specified in the solicitation.
- J. Time, if stated as a number of days, will include Saturdays, Sundays and holidays.
- K. Offerors are cautioned to note any requirement for certification of understanding shown in the solicitation. Offerors signing such certificates indicate understanding and agreement to comply with the specifications and will be held fully responsible.

#### **1-6 MODIFICATION OR WITHDRAWAL OF OFFERS**

Offers may be modified or withdrawn by mail or telegraphic notice received prior to the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an offeror or authorized representative provided their identity is made known and they sign a receipt for the offers, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers. All requests for modification or withdrawal of offers, whether personal, written, or telegraphic shall not reveal the amount of the original bid.

#### **1-7 ACKNOWLEDGEMENT OF ADDENDA TO SOLICITATIONS**

Receipt of an addendum to a solicitation by an offeror must be acknowledged by:

- A. signing and returning the addendum, or
- B. acknowledging receipt of all addenda as indicated by the solicitation

Such acknowledgement must be received prior to the hour and date specified for receipt of offers.

**1-8 BID DEPOSIT**

When specifically required by the solicitation, a bid deposit in the form of a surety bond, postal money order, cashier's check, or certified check shall be furnished by the offeror to the County payable to "King County Finance". The bid deposit of all unsuccessful offerors shall be returned after the contract is awarded.

**1-9 GENERAL**

- A. Offerors desiring to restrict offers to the basis of "Lots" or "All or None" must clearly indicate such restriction in writing in the offer.
- B. After award, the Buyer or authorized County representative shall have the option of rejecting or refusing delivery of any and all articles which are not in strict conformity with the requirements of the specification and the offer. All such rejected articles must be promptly removed and replaced by new articles (which shall be subject to approval) at the offeror's own expense.
- C. Offers are understood as containing a warranty that all articles are in strict conformity with the requirements of the specifications.
- D. On failure to furnish promptly any articles specified in the contract, of the quality specified, the County reserves the right to purchase same in the open market, or of declaring such contract void, and if a greater price than the contract price has to be paid for any articles by purchasing it in the open market, the difference will be charged to the Contractor.
- E. Electronic Commerce and Correspondence:

King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.metrokc.gov/procurement>. Please refer to the "RFPs, RFQs & ITBs / New / Goods/Services" portion of the site (note: some documents or portions thereof may not be posted on the site. Please note any special messages regarding a particular solicitation). This information is posted at the Web Site as a *convenience* to the public, and is not intended to replace the King County process of formally requesting bid documents and providing the County with contact information for the potential offeror. Each offeror bears the responsibility to confirm the completeness and accuracy of all documents pertaining to a given solicitation, including the receipt of all issued addenda.

If an offeror downloads a document from the Web Site and does not contact the Procurement Office to obtain a hard copy, the offeror *must* use the "Feedback" (Envelope) button at the bottom of the Web page to convey the offeror's company name, contact name, mailing address, and phone/fax number to the County. Please note which document/documents were downloaded.

After all offers have been opened in public, the County will post a listing of the offerors-submitting offers, or the name of a person to contact for bid results at the King County Internet site. Please refer to the "RFPs, RFQs & ITBs/ Awarded/ Goods/Services" portion of the site for a listing, as well as a notification of a final award.

**1-10 SUBSTITUTIONS**

When special brands, materials, design, style or size are named in the solicitation for any item, such specifications shall be construed to be shown solely for the purpose of indicating the standard of quality, performance or intended use. Where indicated in the solicitation, brands of equal quality, performance and use shall be considered, provided the offeror specifies the brand, model and submit

with their offer other data necessary for comparison. The County shall retain the sole right to accept or reject substitute offers.

#### **1-11 TAXES**

- A. King County requires that all awarded Contractors have a Department of the Treasury Internal Revenue Service Form W-9 on file with King County to accommodate payment. If your firm does not have this form on file, or if you wish to obtain a copy, you may download a copy from either the King County web site<sup>1</sup>, or directly from the Internal Revenue Department web site<sup>2</sup>, or you may request one from the contact address and phone number on the front page of this bid form.
- B. King County is required to pay Washington State Sales or Use Taxes for most goods and services.
- C. King County is exempt from Federal Excise and Transportation Taxes. Said exemption is made pursuant to Chapter 32 of the Internal Revenue Code and Registry No. A-1 02374. When requested, an exemption certificate will be furnished.

#### **1-12 WARRANTY**

On each item offered, the minimum acceptable warranty shall be that the Contractor will repair or replace all equipment or items which fail due to defective equipment and/or defects in material and workmanship at no cost to the County during the first year after acceptance by the County. The solicitation may require other specific warranty terms and details. All warranties shall indicate the following information.

- A. Exact period of warranty.
- B. Any special extended warranty offered.
- C. Name and address of local warranty service and service hour.
- D. Name and address of local parts supplier and delivery time.
- E. Any special hours emergency service offered.
- F. Availability of direct factory service and parts.
- G. A general statement of warranty policy

The Contractor shall submit copies of applicable warranties upon request by the County.

#### **1-13 AWARD OF CONTRACT**

- A. An award of contract shall be subject to all applicable Federal and State laws, King County Code, and, to King County Contracting Opportunities Program (refer to paragraph 1-24).
- B. The contract will be awarded to the responsible, responsive offeror submitting the lowest price to the County subject to King County's Small Economically Disadvantaged Business (SEDB) Opportunities Program as stated on Attachment "A".
- C. The County reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers.
- D. The County may accept any individual item or group of items of any offer, unless the offeror qualifies their offer by specific limitations. (refer to paragraph 1-9.A).

<sup>1</sup> The King County's web site is located at: [http://metrokc.gov/procurement/resources/forms\\_gs.aspx](http://metrokc.gov/procurement/resources/forms_gs.aspx)

<sup>2</sup> The Internal Revenue Service web site is located at: <http://www.irs.gov/>

- E. A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance shall be a binding contract without further action by either party.
- F. On any County award or rejection, the decision of the County shall be final.

#### **1-14 TERM PURCHASE AGREEMENTS**

- A. Term purchase agreements, annual or blanket purchase orders may be issued by the County for goods/services for such periods as are indicated in the solicitation or agreement (contract). Such agreement periods may be less than but shall not exceed the specified time period.
- B. The quantities listed in the solicitation represent the County's estimated requirements during the contract period. The County will be neither obligated by nor restricted to the quantities indicated.
- C. Term purchase agreements for estimated quantity requirements are subject to the option of King County to purchase up to 25% of its requirements from other sources for experimental, test or evaluation purposes or if a lower responsible price is offered or if the vendor is unable to make deliveries in accordance with the requirements of the County.
- D. The prices quoted shall be the maximum allowed during the contract period unless the solicitation specifically provides for price escalation. Price reductions at the manufacturer's or distributor's level during the contract period shall be reflected by a reduction of the contract price retroactive to the effective date of the price reduction.

#### **1-15 AFFIRMATIVE ACTION AND NON-DISCRIMINATION IN CONTRACTING**

The offeror shall comply with the provisions of King County Code Chapters 12.16, 12.17, 12.18, and all applicable state and federal anti-discrimination laws, rules, regulations and requirements.

#### **1-16 INSURANCE**

When required under the terms of the solicitation, commercial general and auto liability, property damage, and fire insurance acceptable to the County in the amounts specified, shall be furnished by the offeror. All insurance policies shall be endorsed with the following declaration, "King County, its officers, employees, and agents are covered as additional insureds."

#### **1-17 INVOICES**

Two copies of invoice(s) shall be submitted, unless otherwise specified. Invoices shall contain the following information: The purchase order/contract number, item numbers, description of supplies or services, sizes, quantities, unit prices, extended totals, and discounts offered, if applicable. Bill to the **"Ship To"** address on the purchase order unless otherwise notified. **Do not bill to or forward invoices to the procurement services section.**

#### **1-18 PAYMENTS**

The Contractor shall submit properly certified invoices to King County. All payments will be remitted by mail. The provisions or monies due under this contract shall not be assignable. The County will take advantage of any prompt payment discount terms offered. Discount periods must be extended if the invoice is returned for credit or correction.

#### **1-19 COOPERATIVE PURCHASING**

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing.

**1-20 CONTINGENT FEE**

The Contractor, subcontractor and each offeror certifies that:

- A. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the offeror) to solicit or receive this contract.
- B. They have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage or brokerage fee contingent upon or resulting from the award of this contract and agreed to furnish information relating to (A) or (B) above as requested by the County.
- C. They have not been asked or otherwise coerced, either expressly or impliedly, into contributing funds for any purpose as a condition to doing business with the County.

**1-21 CANCELLATION**

The County may cancel any purchase order/contract, or any part thereof by written notice at any time without penalty for its own convenience, for default of the Contractor, or, for non-appropriation of funds by the King County Council.

**1-22 PROTEST PROCEDURE**

King County has a process in place for receiving protests based upon either bids or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-684-1681.

**1-23 ENVIRONMENTAL PURCHASING POLICY**

Offerors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Offeror and Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the contract and shall, whenever practicable, use both sides of the paper and ensure that the Submittal Response Form of each document bears an imprint identifying it as recycled paper. (Reference: KCC 10.16 & King County Executive Policy CON 7-1-2).

**1-24 KING COUNTY CONTRACTING OPPORTUNITIES PROGRAM FOR GOODS AND SERVICES**

King County Contracting Opportunities Program is a public contracting assistance program that is being implemented on a one-year pilot basis. The purpose of the program is to maximize the participation of Small Economically Disadvantaged Businesses (SEDB) through the use of a five percent (5%) incentive factor in the award of King County competitively bid contracts for the purchase of goods and services. The program is open to all SEDB certified by King County's Business Development and Contract Compliance Office. To learn more about this program see "Attachment A" of this solicitation.

**SECTION 2 - OFFEROR QUALIFICATIONS, BID EVALUATION, AND AWARD****2-1 FINANCIAL RESOURCES AND AUDITING**

If requested by the County, prior to the award of a contract, the successful offeror shall submit proof of adequate financial resources available to carry out the execution and completion of work required by this contract. This proof may include but shall not be limited to, audited financial statements such as balance sheets and statements of cash flow for each of the three (3) most recently completed fiscal years, documentation of an open line of credit or other arrangement with an established financial institution, certification of adequate financial resources provided by the successful offeror's principal financial officer or an independent accountant, or an onsite audit of the successful offeror's financial fitness to perform the contract, conducted by King County's Auditing Division.

King County reserves the right to audit the Contractor throughout the term of this contract to assure the Contractor's financial fitness to perform and compliance with all terms and conditions contained within this contract. King County shall be the sole judge in determining the Contractor's financial fitness in carrying out the terms of this contract.

**2-2 QUALIFICATIONS**

To be eligible for award, offerors shall be a bona fide franchised dealer or manufacturer of the **Rescue Patrol Boat** offered.

**2-3 REFERENCES**

List the names and addresses of four (4) customers, for whom the offeror has provided the same type boat, which has been in successful operation in police, fire or military type services for a period not less than two (2) years. Include dates, contact persons and telephone numbers. Should any reference submitted by an offeror be found unsatisfactory, King County, at its sole option, may reject that offeror's offer. King County shall be the sole judge in determining a satisfactory/unsatisfactory reference response. **References must be submitted with offer.**

Company Name	1. _____	2. _____
Company Address	_____	_____
Company Phone	_____	_____
Contact Person	_____	_____
Dates	_____	_____
Company Name	3. _____	4. _____
Company Address	_____	_____
Company Phone	_____	_____
Contact Person	_____	_____
Dates	_____	_____



**2-4 EVALUATION**

Offers meeting all other requirements of this ITB will be evaluated based upon price.

King County will use prompt payment discount terms in evaluation of this ITB, however, discounts terms of less the twenty (20) days will not be considered. Minimum acceptable payment terms by King County without benefit of twenty (20) day discount shall be NET 30 days. State payment terms on Page 1 of this ITB.

The evaluation process will also include application of a 5% incentive factor for firms responding to this ITB that are certified and participating in King County's Contracting Opportunities Program.

**2-5 AWARD**

Award will be made to the firm deemed lowest responsive, responsible offeror, based upon total cost to the County, after application of the 5% incentive, if eligible.

## **SECTION 3 - GENERAL CONTRACT REQUIREMENTS**

### **3-1 AFFIRMATIVE ACTION REQUIREMENTS KING COUNTY CODE CHAPTER 12.16**

King County Code 12.16 relates to non-discrimination in employment and requires vendors to submit work force data to be eligible for a purchase order or contract award. For a vendor/contractor to receive a purchase order or contract, personnel employment data must be provided on the King County Personnel Inventory Report (PIR) when the amount of business placed with the firm will exceed \$25,000 for the year. The code also requires submission of a notarized Affidavit and Certificate of Compliance when orders during any one-year period are expected to amount to \$25,000 or more. After the initial submission, a PIR is required to be updated and resubmitted once every two years in order for the form to remain valid with the County. The Affidavit remains valid as long as an updated PIR is submitted once every two years.

In order to be eligible for receipt of a purchase order for this work, offerors/proposers must have the above listed forms on file with the County. Forms are to be filed with the Procurement & Contracts Services Section. Please contact the King County Procurement & Contracts Services Section at (206) 684-1681, or the buyer listed in this document if you wish to receive a copy of these forms and/or have questions regarding their completion. Copies of the forms are also maintained at:

[http://metrokc.gov/procurement/resources/forms\\_gs.aspx](http://metrokc.gov/procurement/resources/forms_gs.aspx).

### **3-2 NON-DISCRIMINATION IN CONTRACTING AND EMPLOYMENT**

King County Code Chapter 12.17 and 12.18, which relates to non-discrimination in contracting and fair employment practices, are incorporated by reference as if fully set forth herein and such requirements apply to this contract. In accordance with K.C.C. 12.17 and 12.18, neither the Contractor nor any party subcontracting under the terms and conditions of the contract shall discriminate or engage in unfair contracting or employment practices.

### **3-3 NON-DISCRIMINATION IN BENEFITS TO EMPLOYEES WITH DOMESTIC PARTNERS**

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms, and Ordinance 14823 are available online at:

[http://www.metrokc.gov/procurement/documents/U\\_042\\_EB\\_Worksheet\\_Declaration.pdf](http://www.metrokc.gov/procurement/documents/U_042_EB_Worksheet_Declaration.pdf).

### **3-4 SUPPORTED EMPLOYMENT PROGRAM**

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those offerors that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this contract, please submit documentation supporting this claim with your bid/proposal/qualifications. If you have questions, or need additional information, please contact Ray Jensen, Community & Human Services, Developmental Disabilities Division at (206) 296-5268.

### **3-5 DESCRIPTIVE DATA AND SPECIFICATIONS**

Submit complete descriptive data and specifications, including a statement of warranty, for the equipment offered.

**3-6 ESTIMATED QUANTITIES**

The quantities listed in the solicitation represent the County's current estimated requirements. The County will be neither obligated by nor restricted to the quantity(s) indicated.

**3-7 NON-ASSIGNMENT**

The Contractor may not assign any rights or delegate any duties under this contract without the County's prior written consent. Such consent must be in writing and received no less than sixty (60) days prior to the date of any proposed assignment and/or delegation.

**3-8 INCORPORATION OF DOCUMENTS**

The contract between the awarded offerer and King County shall include all documents mutually entered into, specifically including the contract document, the solicitation, and the Response to the solicitation. The contract must include, and be consistent with, the specifications and provisions stated in this solicitation.

**3-9 SEVERABILITY**

The invalidity or unenforceability of any provision of any resultant Contract shall not affect the other provisions hereof, and the Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**3-10 INDEMNIFICATION AND HOLD HARMLESS**

- A. In providing services under this Contract, the Contractor is an independent contractor, and neither the Contractor nor its officers, agents or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.  
  
The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by or on behalf of the Contractor, its employees and/or others by reason of this Contract. The Contractor shall protect, indemnify, defend and save harmless the County and its officers, agents and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits or taxes; and/or (2) the supplying to the Contractor of work, services, materials, and/or supplies by Contractor employees or other suppliers in connection with or in support of the performance of this Contract.
- B. The Contractor further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.
- C. The Contractor shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)], their officers, employees, and agents from any and all costs, fees (including attorney fees), claims, actions, lawsuits, judgments, awards of damages or liability of any kind, arising out of or in any way resulting from the negligent acts or omissions of the contractor, its officers, employees,

subcontractors of any tier and/or agents. The Contractor agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, subcontractors of any tier or agents.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this paragraph C, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

- D. For purposes of paragraphs A and C above, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- E. In the event the County incurs attorney fees and/or costs in the defense of claims within the scope of paragraph A and C above, such attorney fees and costs shall be recoverable from the Contractor. In addition King County shall be entitled to recover from the Contractor its attorney fees, and costs incurred to enforce the provisions of this section.
- F. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.
- G. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

### **3-11 TERMINATION**

#### **A. Termination for Convenience**

The County for its convenience may terminate this contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Successful Awardee. After receipt of a Notice of Termination, and except as directed by the contract administrator, the Successful Awardee shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The Successful Awardee shall be paid its costs, including necessary and reasonable contract close-out costs and profit on that portion of the work satisfactorily performed up to the date of termination as specified in the notice. The Successful Awardee shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Successful Awardee has any property in its possession belonging to the County, the Successful Awardee will account for the same and dispose of it in the manner the County directs.

#### **B. Termination for Default**

In addition to termination for convenience, if the Successful Awardee does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services and the Successful Awardee fails to perform in the manner called for in the contract, or if the Successful Awardee fails to comply with any other material provisions of the contract, the County may terminate this contract, in whole or in part, for default. Termination shall be effected by serving a Notice of Termination by certified mail (return receipt requested) on the Successful Awardee setting forth the manner in which the Successful Awardee is in default and the effective date of termination; provided that the Successful Awardee shall have ten (10) calendar days to cure the default. The Successful Awardee will only be paid for goods delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract less any damages to the County caused by such default.

The termination of this contract shall in no way relieve the Successful Awardee from any of its obligations under this contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

This contract may be canceled at the end of the then current fiscal period for non-appropriation of funds by the King County Council. Such cancellation shall be upon thirty (30) days written notice to the Successful Awardee. King County's fiscal period ends December 31 of each year. If the contract is terminated as provided in this subsection:

The County will be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination; and

The Successful Awardee shall be released from any obligation to provide further services pursuant to the contract as are affected by the termination.

Funding under this contract beyond the current appropriation is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this contract. Should such an appropriation not be approved, the contract will terminate at the close of the current appropriation year.

## **SECTION 4 - SPECIFIC CONTRACT TERMS AND CONDITIONS**

### **4-1 DELIVERY**

Delivery is required as soon as possible and not later than **120 days** after verbal placement of an order. Offerors shall state on Page #1 of this ITB the number of days in which they will guarantee delivery after receipt of order. Bid prices shall include delivery, FOB destination, to the following location.

King County Sheriff's Office, Marine Dive Unit  
5165 Carillon Point  
Kirkland, WA 98033

### **4-2 LIQUIDATED DAMAGES**

- A. Liquidated Damages: All time limits stated in the Purchase Order are of the essence. Should the delivery not be completed on or before the time stipulated, it is mutually agreed by and between the successful awardee and the County of King that:

A delay would seriously affect the public and the operation of King County; that a reduction in the unit price of \$200.00 per calendar day for each and every day for each unit which exceeds the delivery time set forth in the Purchase Order is the nearest measure of damages for each delay that can be fixed at this time; therefore, the County and the successful offeror hereby establish said reduction in the unit price of \$200.00 per calendar day for each and every day of delay for each unit as liquidated damages and not as a penalty or forfeiture for the breach of agreement to complete delivery by the successful offeror on or before the time specified in the Purchase Order.

- B. Should the successful offeror be obstructed or delayed in completing delivery or by any default, act or omission of the County, or by strikes, fires, act of God, or by the inability to obtain materials, equipment or labor due to Federal Government restrictions, then the time of completion shall be extended for such periods as may be agreed upon by the County and the successful offeror. Shall there be insufficient time to grant such extensions prior to completion date of the contract, the County may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete the work on time, due to any of the above, after hearing evidence as to the reasons for such delay and making a finding as to the cause of same.
- C. If normal delivery time is increased by ordering any option, please show increase in delivery time adjacent to option description.

### **4-3 INSURANCE REQUIREMENTS**

By the date of execution of this Contract the ("Contractor") shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons and/or damages to property which may arise from, or in connection with the performance of work hereunder by the contractor, its agents, representative, employees, and/or subcontractors. The cost of such insurance shall be paid by the Contractor.

The Contractor shall furnish proof of Commercial General Liability insurance in the amount of the least \$1,000,000 combined single limit, \$2,000,000 aggregate, with King County its officers, employees, and agents covered as additional insureds.

The Contractor shall furnish proof of Workers' Compensation: Statutory Requirements of the State of Residency.

## **SECTION 5 - DEPARTMENT OF HOMELAND SECURITY REQUIREMENTS (DHS)**

### **5-1 Applicability and Federal Grant Contract**

This procurement is subject to a financial assistance contract between the County and the U.S. Department of Homeland Security (DHS). The Contractor is required to comply with all terms and conditions prescribed in third party contracts in the grant contract between DHS and the County.

New federal laws, regulations, policies and administrative practices may be established after the date this contract is established and may apply to this contract. To achieve compliance with changing federal requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require subcontractors comply with revised requirements as well.

### **5-2 No Federal Government Obligations to Third Parties**

The Contractor agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Contractor or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by DHS. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### **5-3 Equal Employment Opportunity**

In connection with the execution of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor shall take affirmative action to ensure that the hiring of applicants and treatment of employees during employment is conducted without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

(Authorities: Executive Order 11246, as amended by Executive Order 11375; Title VII of the Civil Rights Act, as amended, 42 USC § 2000e; section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC § 623; section 102 of the Americans with Disabilities Act, as amended, 42 USC §§ 12101 et seq.; 29 CFR Part 1630; 41 CFR § 60-1.4).

### **5-4 Title VI Compliance**

The Contractor shall comply with and shall ensure the compliance by all subcontractors under this Contract with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 USC 2000d) and the regulations of the federal Department of Justice, "Nondiscrimination in Federally-Assisted Programs —Implementation of Title VI of the Civil Rights Act of 1964," 28 CFR Part 42, (hereinafter "Regulations") as they may be amended from time to time.

During the performance of this Contract, the Contractor, for itself, its assignees and successors-in-interest agrees as follows:

A. Nondiscrimination

The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, creed, sex, disability, age or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 42.104 of the Regulations.

B. Solicitations for Subcontracts, Including Procurements of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, creed, sex, disability, age or national origin.

C. Information and Reports

The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or DHS to be pertinent to ascertain compliance with such regulations, orders and instructions. The Contractor shall maintain all required records for a least six (6) years after the County makes final payment and all other pending matters are closed. Where any information is required and it is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the County or DHS, as appropriate, and shall set forth efforts made to obtain the information.

D. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the County shall impose such contract sanctions as it or the DHS may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or,
2. Cancellation, termination or suspension of the Contract, in whole or in part.

E. Incorporation of Provisions

The Contractor shall include the provisions of paragraphs A through E of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the County or the DHS may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that, in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.



**5-5 Audit and Inspection of Records**

In the case of all negotiated contracts and contracts for construction, reconstruction or improvement of facilities and equipment, which were entered into under other than competitive bidding procedures, Contractor agrees that the County, the Comptroller General of the United States or any of their duly authorized representatives, shall, for the purpose of audit and examination be permitted to inspect all work, materials, payrolls, and other data and records with regard to the project, and to audit the books, records and accounts with regard to the project. Further, Contractor agrees to maintain all required records for at least six (6) years after the County makes final payment and all other pending matters are closed.

**5-6 DHS Protest Procedures**

Bidders are hereby notified that if this Contract is funded in whole or in part by DHS, DHS may entertain a protest that alleges violation of federal law or regulation, or that the County failed to have or follow written protest procedures. 28 CFR Part 66.36(12). Bidders must file a protest with the DHS not later than 5 working days after the County renders a final decision or 5 working days after the Bidder knows or has reason to know that the County has failed to render a final decision. The protesting party must notify the County if it has filed a protest with the DHS. After 5 days, the County will confirm with DHS that DHS has not received a protest.

The County will not award a contract for 5 working days following its decision on a Bid protest or while a protest to the DHS is pending unless the County determines that: (1) the items to be procured are urgently required; (2) delivery of performance will be unduly delayed by failure to make the award promptly; or (3) failure to make prompt award will otherwise cause undue harm to the County or the Federal Government.

**5-7 Privacy**

Should the Contractor, or any of its subcontractors, or their employees administer any system of records on behalf of the Federal Government, the Privacy Act of 1974, 5 USC § 552a, imposes information restrictions on the party administering the system of records.

For purposes of the Privacy Act, when the Agreement involves the operation of a system of records on individuals to accomplish a government function, the recipient and any contractors, third party contractors, subcontractors and their employees involved therein are considered to be government employees with respect to the government function. The requirements of the Act, including the civil and criminal penalties for violations of the Act, apply to those individuals involved. Failure to comply with the terms of the Act or this provision of this contract will make this contract subject to termination.

The Contractor agrees to include this clause in all subcontracts awarded under this Contract, which involve the design, development, operation, or maintenance of any system of records on individuals subject to the Act.

**5-8 Access Requirements for Individuals with Disabilities**

The County and contractors are required to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101, et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; and the following regulations and any amendments thereto:

- A. Code of Federal Regulations, "Nondiscrimination on the Basis of Disability in State or Local Government Services," 28 CFR Part 35;

- B. Code of Federal Regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- C. U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
- D. U.S. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- E. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F; and

#### **5-9 Interest of Members or Delegates of Congress**

Pursuant to 41 USC § 22, no member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom.

#### **5-10 Certification Regarding Debarment, Suspension, or Ineligibility**

If Federal funds are the basis for this contract, the Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any Federal department or agency.

By signing and submitting this Agreement, the Contractor is providing the signed certification set out below. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Contractor knowingly rendered an erroneous certification, the Federal Government and County may pursue available remedies, including suspension and/or debarment.

The Contractor shall provide immediate written notice to King County if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29].

The Contractor agrees by signing this Agreement that it shall not knowingly enter into any covered transaction with a person or subcontractor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by King County.

The Contractor shall include the requirement in this section in any subcontracts.

#### **5-11 Disclosure of Lobbying Activities**

Bids in excess of \$100,000 require Attachment I, "Certification Regarding Lobbying," and Attachment J, "Disclosure of Lobbying Activities" (if appropriate), be completed and submitted to the County with the bid response, as required by 28 CFR Part 69, "New Restrictions on Lobbying."

The Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by the Byrd Anti-

Lobbying Amendment, 31 USC § 1352. The Contractor shall disclose the name of any registrant under the Lobbying Disclosure Act of 1995, codified at 2 USC § 1601 et seq., who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 USC § 1352. Such disclosures are to be forwarded to the County.

The Contractor shall include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

#### **5-12 False or Fraudulent Statements or Claims**

The Contractor acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County in connection with this project, the County reserves the right to pursue the procedures and impose on the recipient the penalties of 18 USC § 1001, 31 USC §§ 3729 and 3801 et seq., as may be appropriate. The terms of Department of Justice regulations, "Program Fraud Civil Remedies," 28 CFR Part 71, are applicable to this project.

The Contractor agrees to include this clause in all subcontracts awarded under this Contract.

#### **5-13 Conservation**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 USC §§ 6321 et seq.

The Contractor agrees to include this clause in all subcontracts awarded under this Contract.

#### **5-14 Environmental Requirements**

The Contractor agrees to comply with all applicable standards, orders or requirements as follows:

##### **A. Environmental Protection**

The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 USC §§ 4321, et seq., consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 USC § 4321 note. Regulatory Requirements on Environmental Matters at 28 CFR Part 61; Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 42 USC § 4321 et seq. and 40 CFR Part 1500 et seq.

##### **B. Air Quality**

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401, et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to DHS and the appropriate U.S. Environmental Protection Agency (EPA) Regional Office.

The Contractor agrees to include this clause in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by DHS.

##### **C. Clean Water**

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §§ 1251 et seq. The

Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to DHS and the appropriate Environmental Protection Agency (EPA) Regional Office.

The Contractor agrees to protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 USC §§ 300h et seq. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by DHS.

**D. Historic Preservation**

The Contractor agrees to assist the Federal Government in complying with section 106 of the National Historic Preservation Act, as amended, 16 USC § 470f, Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment," 16 USC § 470 note, and the Archaeological and Historic Preservation Act of 1974, as amended, 16 USC §§ 469a-1 et seq. involving historic and archaeological preservation as follows:

1. The Contractor agrees to consult with the State Historic Preservation Officer about investigations to identify properties and resources listed in or eligible for inclusion in the National Register of Historic Places that may be affected by the Project, in accordance with Advisory Council on Historic Preservation regulations, "Protection of Historic and Cultural Properties," 36 CFR Part 800, and notifying DOJ of those properties so affected.
2. The Contractor agrees to comply with all federal requirements to avoid or mitigate adverse effects on those historic properties.

**5-15 Preference for Recycled Products**

To the extent practicable and economically feasible, the Contractor agrees to provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient. Examples of such products may include, but are not limited to, products described in the EPA Guidelines at 40 CFR Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC § 6962, and Executive Order 12873.

**SECTION 6 - TECHNICAL SPECIFICATIONS****6-1 Definition and Description**

The boat is an all welded aluminum planning catamaran. Its overall length is 37 feet 6 inches including jet guard grid platform with a beam of 13 feet 6 inches including a foam/air hybrid boarding collar. Two marine diesel inboard engines supply power, each having 425 horsepower at 3000 rpm. They will be driving twin water jets each with independent transmission systems capable of and/or reversing the pumps. The boat platform shall be stable for a safe offshore patrol and rescue operations. The power and drive units shall be of sufficient strength and maneuverability to adequately deal with surf line rescues and towing operations. The boat shall be able to be easily converted to pass under structures with a minimum clearance of 11 feet from the water level.

Staffed with a two-deputy crew this boat shall be fully capable of open water emergency responses in all weather and water conditions including but not limited to:

- A. 24 hour per day patrol
- B. Search and Rescue
- C. Air-Sea Disasters
- D. Navigation and Communications
- E. Medical Support and Transportation
- F. Surface to Air Transfers
- G. Fire Suppression and Rescue
- H. De-Watering and Extractions
- I. Tow and Salvage
- J. Dive Operations
- K. Heavy Weather Operations
- L. Port and Waterway Safety and Security Missions

**6-2 General**

The boat covered by these specifications shall be completed with all necessary equipment and accessories.

**A. Product**

The successful bidder shall be the actual boat builder/manufacturer. The boat shall be the product of a builder/manufacturer who has already fabricated units of the same type, which have been in successful use for a minimum of two (2) years of service. The minimum two years of service of the unit/s shall be or have been in sheriff, police, fire, or military type service and have demonstrated their satisfactory service and ability to perform the function for which the vessel was designed and intended. Records/references of this history shall be submitted along with the bid. All materials used in the construction and equipment installed shall be new and free from all defects.

**B. Intent**

It is the intent of these specifications to describe, in detail, the construction, machinery installation, outfitting, and delivery of one (1) twin diesel-jet drive / thirty-seven foot six inch patrol rescue boat.

The boat shall be delivered afloat to the King County Sheriff's Office completely equipped as herein described and ready for service.

In case the details which are impractical to fully specify, or of inadvertent omissions from the plans and specifications, or inadvertent inclusions therein, it is understood that the intent of the plans and specifications shall be carried out in all respects in accordance with the best boat building practice. Materials, construction, and equipment shall be first-class in every respect, in order to produce boats of the maximum strength and durability for the rugged service anticipated. This boat shall have an expected life of not less than twenty (20) years. The boat builder shall bear this in mind while designing and building the boat. For this reason, certain minimum qualities and workmanship are specified which may exceed those normally furnished in pleasure boats.

**C. General Description**

- |                       |  |
|-----------------------|--|
| 1. TYPE:              | Pilot House Patrol Rescue Boat             |
| 2. LENGTH OVERALL:    | 37'6"                                      |
| 3. BEAM OVERALL:      | 13'6" (Including Foam/Air Boarding Collar) |
| 4. DRAFT HULL/MAX:    | 21"  |
| 5. DEAD RISE (STERN): | 15 Degrees                                 |
| 6. DEAD RISE (BOW):   | 45 Degrees                                 |
| 7. DISPLACEMENT:      | 16,500 lbs. (dry)                          |
| 8. FUEL:              | 300 Gallons                                |
| 9. FREEBOARD:         | 45" @ Midship                              |

**6-3 Design**

**A. Hull**

1. The hull shall be an aluminum catamaran type, with a 15-degree stern dead rise and a 45-degree bow dead rise.
2. The hull shall be constructed of 5083 or 5086 alloy aluminum. All extrusions shall be 6061T6.
3. Bottom plating shall be a minimum of .250" in thickness.
4. Side and tunnel plating shall be a minimum of .190" in thickness.
5. Framing shall be on 24" centers with longitudinal of 2x3 channel running on approximately 10" centers.
6. Transverse deck framing shall be on 12" centers.
7. The hull shall have extruded rub strakes on the port and starboard sides.
8. All hull seams shall be fully back gouged to achieve full weld penetration.
9. Any protrusions to the hull below the waterline shall have a water diversion tab welded in place to prevent snagging hazards.

10. The hull shall have integral 4-point lifting lugs.
11. Watertight integrity shall be maintained by dividing each hull into three (3) sections for a total of six (6) watertight compartments.
12. Six (6) watertight hatches shall be manufactured by Freeman, model #1524HAALR and shall be welded in place.
13. The 2-engine room access hatches shall be over the engines and shall be large enough to allow for engine replacement. Engine room hatches shall have gas-lift assist and secure closed with hatch "dogs."
14. The engine rooms shall be insulated for noise and heat. Insulation (Sound barrier type) shall be a minimum of 2" thick.
15. The engine rooms shall have lighting.
16. The hull shall be engineered to stay afloat with the entire deck flooded.
17. The hull shall have four (4) large deck scuppers per side.
18. The hull shall have a minimum of four (4) zinc anodes. The zincs shall be 6"X12" and bolted to the hull.
19. The port and starboard bow quarters shall each have a 10" cleat.
20. Four (4) 10" spring line cleats shall be installed on the gunnels flats.
21. Two (2) heavy-duty pipe bollards structurally tied to the hull stringers below deck shall be installed at the port and starboard stern quarters.
22. A twin pipe bollard shall be installed at the bow in front of the anchor roller.
23. In addition to the cleats and bollards, a total of four (4) flush line attachments points shall be integrated into the gunnels edge.
24. All stainless steel fasteners shall be ASTM A 276 type 316 alloys throughout.
25. The leading edge of the hulls on the bow from chine intersection to the bottom of the boarding collar shall have a minimum 2" D rubber blind fastened with 316 stainless steel bolts.
26. The leading edge of the hulls from the chine intersection to approximately 4 inches below the waterline shall have welded structural log catching teeth.
27. The hull shall be fitted with a hybrid style of boarding collar on both sides and including the bow. The collar consists of three (3) components: an inner air bladder. A mid layer of polyethylene foam, and an outer urethane coated fabric sheath. The collar is manufactured by Wing Inflatables, Arcata, CA. The collar shall be of a tapered design, wrapping fully around the bow at its smallest section and largest from mid-ship aft.
28. The transom shall have a cutout that allows for easy access to the stern jet guard/work platform. The cutout shall incorporate the towing rope reel to the port and a minimum of 38" of access to the starboard of center. The tow reel shall be capable of holding 300' of 5/8" line.
29. The stern jet guard/work platform shall be the full width of the transom and extend aft approximately 5'.

30. The stern jet guard/work platform shall have a 4" high "D" rubber guard on all three sides, blind fastened with 316 stainless steel bolts.
31. The stern jet guard/work platform shall have two (2) tie pockets, each tie pocket shall be able to handle a ½" line.
32. The stern jet guard/work platform shall have a removable dive ladder of open rung construction. The ladder shall have stowage designed into the boat.
33. Handrails shall be placed on the stern jet guard/work platform to assist in using the dive ladder.
34. The hull shall have an anchor rode locker forward.
35. The deck shall have 1-1/4" aluminum cockpit railings. Railings shall be all TIG welded.
36. A removable bow ladder shall be custom designed to facilitate beach boarding over the center bow. The ladder shall have stowage designed into the boat.
37. Dive tank stowage shall be incorporated into the cockpit layout. A minimum of two (2) 80cf steel SCUBA tanks shall be stowed and readily accessible.
38. One (1) 24" ring buoy shall be installed with stainless steel mounts on the transom. The ring buoy shall be a CAL-JUNE model #G024T.
39. Stowage for drafting hoses and pike poles shall be incorporated into the hull sides between the cabin and gunnels.
40. Two (2) custom designed removable davits with a minimum lifting capacity of 1,000 lbs. and manual stainless steel winch by THERM INC. (p/n – M4042PB55) shall be installed.
41. The davits shall be designed to fit into deck sockets with DELRIN bushings in four (4) locations. Two (2) at the stern and two (2) at or near the foredeck.
42. The hull shall have external ventilation ducts and engine compartment air induction that is adequate and in accordance with all USCG specifications. The ducting shall be installed so that it does not collect water or that it traps air in the bilge.
43. The ventilation shall provide sufficient air to the engines at 3000 rpm.
44. All normal exposed walking surfaces shall be covered in a non-skid coating.

**B. Engines and Propulsion**

1. Twin engines shall be Cummins QSB 5.9 425GS 425 HP turbo after-cooled diesel engines
2. Engines shall come with complete alarm systems supplied with 24V starters and alternators installed as isolated grounds. The displacement per engine shall be 5.9L (359ci) each shall be capable of 425 HP @ 3000RPM.
3. A permanently installed oil change system for both engine and transmission lube shall be provided for each engine.
4. The engines shall each have a RACOR 900MA with a 10 micron fuel filter.
5. The engines shall be furnished with permanently connected 120V block heaters switched from the cabin breaker panel.
6. The engines shall have a wet type exhaust system. It shall be at least 6" diameter and the elbows and Y connections shall be made of stainless steel.



7. The exhaust shall be connected to a vertically mounted muffler and routed to the transom under the work grid.
8. Back Flow preventors shall be fitted to each exhaust outlet.
9. Twin transmissions, Marine Gear Twin Disc 5075SC with a gear ratio of 1:1.15.
10. The transmissions shall have engine mounted oil coolers.
11. Twin Hamilton Jet Drives HJ292 with 17.0kw impellers. Jet drives shall have high-pressure alarms, steering direction senders, and gauges.
12. Drive couplings shall be AquaDrive #CV30 152X245M.

C. Fuel System

1. The fuel system shall have a minimum capacity of 300 gallons divided between the hulls.
2. The 150 gallon minimum fuel cells shall be constructed of ¼" 5052 alloy.
3. Each fuel cell shall have three (3) baffles equally spaced apart.
4. Fittings shall be provided for fuel withdrawal and return lines, in addition a withdrawal suction hose for fuel stripping and a 2" sounding and inspection standpipe – 2" fill hose and 5/8" vent hose.
5. The electric gauge sender unit shall be WEMA (p/n - WEM S3U22).
6. Each fuel cell shall have the electric gauge sender installed so it can be removable and accessible for service.
7. All hoses shall be AEROQUIP (p/n - FC234), fuel hose with reusable stainless steel end fittings – ½" #8 size minimum.
8. The filter system shall be a RACOR 900 MA with T-handle vacuum gauge (p/n – 111669).
9. Ball valves on all lines shall be full-port 316 stainless steel.
10. All hoses shall be supported with stainless steel hose straps (minimum every 16") chaff protection on all penetrations within hose runs.

D. Fire Suppression System

1. Each engine room shall have an automatic fire suppression system.
2. Each engine room shall have a single extinguisher. SEAFIRE (p/n – FG 150 M with FM 200 extinguishing agent). Auto shutdown 24 VDC – model 131-241 to meet ABYC standards for diesel.
3. One (1) KIDDE (#466112) USCG approved B-I 5 lb ABC Extinguisher on a non-ferrous mount shall be in the main cabin.
4. One (1) KIDDE (#466204) USCG approved B-II 10 lb ABC Extinguisher shall be mounted to the transom.

E. Electrical System

1. The DC electrical system shall be primarily 24 volts
2. A converter shall be used to produce 12 volts for some electronics and power- point receptacles.

3. Batteries, four (4), shall be OPTIMA (p/n – D34M) connected as two pair in series. One (1) set of two batteries for house electrical loads. The second set is for engine starting.
4. All batteries shall be anchored in a heavy-duty hold-down container. No plastic boxes shall be used.
5. The electrical panel shall be custom made with engraved legends and shall be divided in five (5) sections: AC shore loads, Inverter loads, 12 VDC loads, 24 VDC loads, and bilge pump controls.
6. The electrical panel shall be hinged to form the door to the electrical cabinet in which all electrical service equipment and buss bars shall be consolidated.

F. Electrical Controls

1. All battery disconnects and paralleling functions shall be accomplished with remote controlled high amp relays – switched from the helm station. No battery selector switches shall be used.
2. Relays and all high amp breakers shall be contained within a NEMA 4X enclosure with hinged gasketed door and sealed watertight (strain relief) penetrations. This system shall be located within the engine room.
3. A circuit breaker shall be provided for every system or function.
4. Circuit breakers shall be AIRPAX IUG type. No fuses shall be used.
5. 10% of the total breakers installed shall be provided as spares.
6. All component terminations shall be made with terminal blocks and such terminations are within the engine rooms or bilge area. Terminal blocks shall be enclosed.
7. A NEMA 4X enclosure with gland/strain relief penetrations is to be used for the terminal block enclosure(s).
8. All terminal blocks or enclosures shall be labeled and coordinate with electrical diagrams in the maintenance manual.

G. Cabin (Pilot House)

1. The cabin shall be fully enclosed, full walk-around, 8' wide by 12' long main cabin with three (3) forward sloping windows, sliding side windows, aft windows, stand up head enclosure and watertight door.
2. The cabin shall be constructed of 0.125 5052 alloy.
3. The cabin shall be positioned so as to provide for cockpit level walk around space between gunnels and the side walls.
4. The upper side walls of the cabin shall be recessed to provide enough shoulder room while transiting the walk space.
5. The cabin shall have an electronics mast mounted to the roof that is hinged and easily lowered.
6. The electronics mast shall contain anchor light, running lights, towing light, flag mast and mounting surfaces for antennas, spotlight, law enforcement lighting, port and starboard halogen work lighting, and a camera cluster.
7. Under the hinged mast shall be mounted the siren, loud hailer, and horn.

8. The cabin shall be structured with fore and aft beams that will allow for the cabin sides to be lower in the seated areas yet retain a minimum 6'6" headroom clearance in the central cabin area.
9. The cabin shall have side windows that will slide open to a minimum of 18".
10. Entry to the cabin shall be through a door located amidship in the aft bulkhead. The door shall open toward the stern and when in the fully open position, the door shall be securely latched to the cabin bulkhead on the port side.
11. The doorway shall have a minimum 25" clear opening.
12. Cabin walls and ceiling shall be insulated with 2" ridged, closed cell foam over which interior paneling is applied. Window areas shall have ½" foam panels covered in ballistic nylon for additional thermal and sound absorption.
13. Ceiling panels shall have vinyl covering over ¼" foam. All panels shall be removable.
14. The cabin interior shall maintain a maximum decibel (db) rating of 85db and meet all OSHA requirements.
15. The cabin shall have a cuddy that shall be a minimum of 6'6" in length.
16. A ladder shall be incorporated into the cabin on the starboard side exterior wall to facilitate roof stowage access.
17. Lashing points shall be installed in eight (8) places on the cabin roof for additional gear.

#### H. Environmental Systems

1. All exterior windows shall be 6 MM tinted, laminated safety glass.
2. The three forward windows shall be clear and are laminated and tempered.
3. Windows shall be set in butyl mastic with inside retaining rings.
4. The cabin door shall be watertight with integral stainless lockset fully insulated with "dogs" for positive closure.
5. Both windows and door shall have black powder coated frames.
6. Each of the three front windows shall have installed heavy-duty wipers with isolated ground and noise filtered circuitry. Wiper controller shall provide sequence selection, speed, and washing cycle. Wiper control shall be IMTRA model EX210604.
7. Wipers shall be self-parking.
8. A window wash system shall be installed on the forward windows with the wiper system.
9. Cabin heat shall be provided by the starboard propulsion engine coolant circuit and ducted to four (4) locations, providing general heat and defrosting functions by a twin turbo blower system. (Isolation valves for this system shall be provided.)
10. Isolation valves shall be installed on both supply and return of the heater coolant circuit.
11. Cabin Air Conditioning shall be provided by an engine mounted compressor and a seawater cooled condenser.
12. The heating and cooling system shall be manufactured by HAMMOND AIR (Artic Wolf). It shall be custom built to adapt to the CUMMINS engine. The evaporator shall supply a minimum 24,000 BTU ducted to the four locations in the cabin.

13. Two (2), 2-speed fans shall be installed to provide air circulation on the three forward windows. Fans shall be MARADYNE (p/n – F200-524)
14. A thermostatically controlled 120V heater shall be located in the base area under the seats on the port side. It shall be operable on shore power only.

I. Interior

1. The helm station shall be located on the starboard side of the interior.
2. The navigator shall be on the port side of the interior.
3. Both the helm and navigator seats shall be from Bentley MFG. Inc. "Servere Duty Mariner" with custom black ballistic nylon upholstery. These seats are hydraulic shock absorbing.
4. Along the port side behind the navigator there shall be two (2) seats facing each other with a fixed chart/work table in-between.
5. The seats shall be from Bentley MFG. Inc. covered in black ballistic nylon matching the helm and navigator seats.
6. The fixed chart/work table shall have a slide resistant surface.
7. There shall be several storage drawers along the port side under the seating areas. The storage areas shall be specifically designed drawers or lockers, including a roll-out gun locker to handle long weapons and shall be secured by an electrically activated locking system.
8. Along the starboard side behind the helm there shall be a galley with a counter, microwave, and refrigerator. Behind the galley shall be an enclosed head with gasketed door. Inside the enclosure shall be a sink and shower fixtures.
9. The front wall of the head enclosure shall have a fixed clear window. A shade shall be on the inside to provide privacy when in use.
10. The cuddy shall have a berth along the port side.
11. The berth shall have 3" ballistic nylon cushions.
12. The starboard side of the cuddy shall be storage for a minimum of twelve (12) PFD's. It is also where the electrical panel shall be located. The electrical panel shall be hinged to form a door to an electrical cabinet in which all-electrical service equipment and buss bars are consolidated.
13. The cuddy shall have a skylight hatch to access the foredeck 18' X 18" opening. The hatch shall be a LEWMAR Ocean Series (p/n – 39660070).
14. Numerous handrails or handholds shall be incorporated into the interior structure. All hardware shall be of the highest commercial quality available.
15. The floor shall be cushioned with commercial non-slip rubber flooring and diamond plate step surfaces.
16. A AM/FM/CD/DVD stereo receiver Alpine model DVA 9860 and a minimum of four (4) speakers shall be installed in the cabin.
17. The interior layout and placement of gauges, controls, and electronics shall be agreed and approved by the KCSO MDU representative and the builder.

J. Plumbing and Mechanical

1. The head shall be VACUFLUSH model 706
2. The holding tank (HTS) with integral vacuum generator model #011812 shall be fitted with 24V electrical.
3. A TANKWATCH #4 level monitor system shall be installed and located in the cabin proper.
4. The sink shall be SCANDVIK (p/n – 10242).
5. The faucet shall be SCANDVIK (p/n – 104000MR).
6. The shower equipment shall be SCANDVIK (p/n – 104000MC).
7. The water heater shall be a FORCE 10 (p/n – 3495911) 110V 6-gallon stainless steel unit located in the engine room. The engine heat (coolant) circuit shall be isolated by supply and return valves.
8. The potable water pressure pump shall be JABSCO sensor max VSD (p/n – 31755) 24V.
9. The bilge pumps shall be RULE 2000 model #12 24V with Ultra Safety Systems “J.R. – PS02” pump switch (mercury free) on each pump.
10. A pump shall be installed in the bilge of each engine room and the forward bilge of each hull.
11. High-water alarm system for all four (4) bilge areas with control and mute panel in the cabin shall be provided per NFPA1925
12. All four bilge pumps shall operate from a single dedicated panel allowing on/off and testing functions with L.E.D. light to indicate on position. There shall be a separate circuit (always on) for all bilge pumps protected by a dedicated circuit breaker.
13. The refrigerator freezer unit shall have 2.5 cubic feet of storage and be from NOVAKOOL (p/n – R2600 DC).
14. The microwave shall be a 1,000 watt TAPPAN (p/n – TM 7050S).

K. Instrumentation

1. The Helm station shall have all engine control switches and alarms flush mounted in a custom dash panel. All instruments shall have engraved legends indicating its use or function.
2. CUMMINS “Smart Craft diesel view” digital displays shall be used for the CUMMINS engines and shall be flush mounted into the helm station dash.
3. Steering gauge (jet thrust position) VDO (p/n – 08 601-104) shall be flush mounted above the steering helm.
4. Two (2) digital analog engine tachometers VDO shall be mounted into the helm station dash.

L. Steering and Controls

1. The helm shall be TELEFLEX SEA STAR PRO pump with a 2.4 displacement (p/n – HH5272).
2. The wheel shall be an EDSON (p/n – 972ALT-13-750).
3. All hydraulic hoses shall be Kevlar with stainless steel end fittings.
4. The steering ram shall be a JASTROM (p/n – JA93100-1).

5. The steering connection between jets shall be a stainless steel tie-bar.
6. The throttle and bucket controls shall be LIVORSI MARINE "GAFFRIG" 4-handle assembly with standard throttle for each engine, and the jet bucket control shall have no detent position for neutral (p/n – TH22BK).
7. The transmission (marine gear) control shall be a LIVORSI MARINE "GAFFRIG" (p/n – TH11W) set up for neutral and back flushing capability of each jet. Each shall have an engraved label showing functionality of each position.
8. All push/pull cables shall be MORSE 33C "Supreme Red Jacket".
9. End fittings on all cables shall be 316 stainless steel ball joints.

M. Electronics and Navigation

1. All in one GPS/radar/depth sounder, single display shall be a SIMRAD model# CX44 Nav station with 10" LCD screen.
2. Radar with 4 kw scanner SIMRAD model# RB716A
3. GPS with MGL-3 antenna.
4. VHF marine radio, Standard model Matrix GX1280S
5. VHF antenna, MORAD #156HD. Installed on folding stainless steel ratchet mount
6. Compass, Navigator Series flush mount bulkhead type, Ritchie p/n BN-202.

N. Electrical Equipment

1. DC to DC converter, 24V to 12V, MASTERVOLT model #8770 300w.
2. Battery ACR paralleling and charging relay, BlueSeas model #9112.
3. Battery charger, MASTERVOLT model #MASS.24/50 (117V).
4. Inverter, MASTERVOLT model #SINE 24/2500 (24V).
5. The inverter which is provided with an energy monitor panel MASTERVOLT model # Masterlink/MICC shall be integrated into circuit breaker panel area.
6. A minimum of five (5) 12V power point outlets shall be installed within the cabin.
7. Three (3) 120V AC (inverter power) outlets shall be installed within the cabin.
8. Three (3) 120V AC (shore power) outlets shall be installed within the cabin
9. A minimum of one (1) 120V AC (inverter power) and one (1) 120V AC (shore power) waterproof deck outlet shall be installed in the port aft cockpit area.
10. A separate AC panel for shoreline power complete with galvanic isolator shall be installed. (50 amp minimum service.) Each AC accessory is switched with a circuit breaker. Five (5) circuits and two (2) spare circuits shall be provided.
11. In general, all wiring and switchgear shall conform to NAVY/military specifications.
12. All switches shall be waterproof toggle type from EATON (8500 series).
13. Waterproof locking toggle type switches shall be used for remote battery controls and keyless ignition, EATON (8501 series).

14. All wiring shall conform to military specifications, multicolor grade. Marked as conforming to IEEE 45, IEEE 1580, and IEEE 1202 approvals. USCG and ABS accepted cable with tinned copper conductors as per ASTM B-33 flexible stranding AMERCABLE "Gexol" or approved equal. Insulation of polyofinic -40C to +90C (low smoke, zero halogen).
15. All cables shall be clearly labeled at each end using aluminum cable tags or shrink tubing with mechanically applied lettering. Single conductor UL1426 wire shall be used within enclosures and for jumper wires.
16. Wire ways shall be loomed or in raceways and supported at a minimum of every sixteen inches by stainless steel clamps. Nylon coated stainless steel ties or banding shall be used in all bilge or engine room areas.

O. Specialty Electronics

1. Two (2) King County Sheriff's Office specific MOTOROLA XLT 5000 "police" radios and antennas shall be installed. These radios and antennas will be supplied by the King County Sheriff's Office and shall be installed as part of the manufacturing process.
2. The radios will be for direct two-way communications and shall be installed so that they are easily accessible to the helm and navigator stations.
3. A third antenna shall be installed for a future radio.
4. All radios shall be installed with a separate circuit protection per radio (three circuits.) Circuit protection shall be per manufacturer's specification.
5. All antennas shall be MORAD marine grade and installed per manufacturer specification and design perimeters.
6. A Camera cluster pod consisting of a thermal imaging camera, a infrared night vision camera, a 312X zoom CCD camera, and controls will be supplied by the King County Sheriff's Office and shall be installed as part of the manufacturing process.
7. A four channel DVR system and daylight readable 15" LCD panel will be supplied by the King County Sheriff's Office and installed per manufacturers specifications to the camera cluster.

P. The LCD panel shall be installed on the forward dash.

1. The LCD panel and camera controls shall be easily used and visible from the navigator and helm stations.

Q. Marine Intercom System

1. A marine intercom system incorporated into all communication radios from DAVID CLARK CO. shall be installed. (p/n U9500 master station)
2. Four (4) headset jacks, one (1) at each seat location inside the cabin shall be installed.
3. Three (3) headset jacks, two (2) in the work deck area and one(1) near the starboard foredeck outside shall be installed.
4. Four (4) headsets shall be provided with the intercom system. (p/n H9540).
5. Headset hangers shall be integrated into the cabin at each seating location for the storage of each headset when not in use.

R. Lighting

1. All lighting shall be 24V cabin general lighting. There shall be a minimum of seven (7) RESOLUX models #720, 8w fluorescent.
2. All night lighting shall be red L.E.D. recessed in the cabin from HELLA MARINE (p/n – 96265). There shall be a minimum of five (5) within the cabin.
3. Three (3) halogen deck lights shall be installed. Two (2) located on the aft end of the cabin to illuminate the cockpit and one (1) located forward illuminating the foredeck.
4. The halogen lights shall be JABSCO (p/n – 289413) and installed to welded brackets. All cabin wire penetrations shall use “cable clams” from BLUE SEA SYSTEMS (p/n – 1002).
5. The transom shall have two (2) flush mounted halogen lights for grid illumination. Barnegat Light model QL-FT-24.
6. Four (4) waterproof fluorescent lights shall be installed in the engine rooms, (two (2) per engine room). The lights shall be THINLIGHT 24V (p/n – 553).

S. Special Law Enforcement Equipment and Lighting

1. WHELEN model LT2BBBBP “liberty” mini light bar, all blue lighting, super L.E.D. blue, and shall be installed on the radar and navigational mast.
2. WHELEN blue L.E.D. super blue strobes shall be incorporated into the outboard side of the bow tunnel. These shall be waterproof.
3. All law enforcement lighting (blue lights) is to be switched from the dash and on its own circuit breaker. A blue LED light shall be installed in the cabin readily seen from the helm station that shall indicate when the emergency lighting is activated.
4. WHELEN siren-loud hailer (p/n – 295HF52X).
5. Two (2) WHELEN 120db speakers (p/n – SA314P). One (1) speaker mounted facing forward and one (1) mounted facing aft.
6. Two (2) halogen docking lights shall be installed next to the blue strobes in the bow tunnel. Both lights shall be integrated into a welded pocket within the tunnel plating.
7. One (1) ACR ELECTRONICS spotlight with remote control, model # XIRCL100D shall be installed on the mast.

T. Dewatering/Firefighting System

1. The boat shall have both fire fighting and dewatering capability permanently installed and housed in the boat structure.
2. The water pump shall be driven by a hydraulic motor, which shall be powered by a pair of hydrostatic pumps mounted to the PTO output of the Twin Disc Transmission of each engine.
3. The system shall produce a minimum of 400 GPM @ 150 PSI with both engines not exceeding 1500 RPM.
4. Discharge distribution shall be to a single monitor at the bow and two (2) 1-1/2” valve hose connections in the cockpit area for hand lines.
5. Fire suction shall be through a sea chest of adequate size, which shall allow for debris clearance from inside the boat. A strainer system shall be all 316 stainless steel.



6. The system shall provide for a valve dewatering standpipe with a minimum 2" connection.
7. Piping shall be all aluminum Schedule 40-6061 alloy or 316 stainless steel, engineered and braced to support a minimum of 50% overload.
8. The pump shall be a Hale Model CBPH pump of all bronze construction.
9. Hydraulics shall be of the best quality Rexroth or approved equivalent.
10. Stoltz couplings shall be used for dewatering fittings.
11. Drains shall be provided at various portions of the distribution piping where appropriate.
12. All piping shall be hydrostatically tested to 200psi for a minimum of one hour prior to delivery.
13. There shall be a remote controlled water monitor installed at the bow at the leading edge of the cuddy cabin.
14. The fire monitor shall be from ELKHART BRASS PRODUCTS model #8494-01 "Sidewinder", remote controlled by "Mini Monitor".
15. Piping and valves shall meet NFPA1925 and USCG standards.

U. Anchor and Towing

1. An anchor winch shall be installed. MUIR model "Cougar" 24V winch with chain and rope gypsy deck mounted over chain and rope locker. A boxed in deck slot and 4" anchor roller integrated into deck with chocks on underside of tunnel to retain anchor flukes.
2. Anchor shall be a "Delta Fast Set" by LEWMAR model # 318065 complete with 20 feet 5/16" chain, 200 feet 9/16" nylon line, and stainless steel swivel.
3. Two (2) deck mounted up/down foot switches and an on dash mounted switch shall be installed for anchor deployment and retrieval.
4. A custom welded tow post and rope reel shall be fitted and integrated into the transom. The tow post shall be a 4" diameter pipe with solid 1-3/8" cross "T" and cap.
5. The rope reel shall be manually operated with turning lock and include 300 feet of 5/8" line.

V. Painting Specifications

1. The topside shall be bead blasted and/or mechanically sanded on all aluminum surfaces before being washed with phosphoric acid.
2. It shall be primed with AWLGRIP 30 – Y.94 primer and 545 epoxy primer.
3. The topside shall get two (2) coats topcoat AWLGRIP linear polyurethane.
4. Colors for the topside shall be white, green, and gray. The design will be specified after contract award.
5. The bottom shall be bead blasted and/or mechanically sanded on all surfaces. Before being washed with phosphoric acid.
6. It shall have a prime coat of AMERICOAT #235 epoxy.
7. It shall have two (2) barrier coats of INTERLUX underwater primer.
8. The bottom shall be then painted with two (2) coats of TRILUX 33.

9. The non-skid deck coating shall be applied in a sectional design pattern with radius corners applied to all walking flats.

W. Commissioning/Documentation

1. All mechanical and electrical systems shall be schematically diagramed including all electrical wire codes, terminal blocks, and the contents of the 4X electrical enclosures.
2. The engine, jet pump, and transmission manuals as well as all mechanical and electronic equipment information shall be supplied in an organized binder format.

X. Warranties

1. The Hull, Deck, and Cabin shall have a minimum five (5) year manufacturers warranty on materials and workmanship from date of acceptance of the completed boat.
2. Engines, jet pumps, and transmissions shall include full manufacturer's warranty from acceptance date of the completed boat.
3. Equipment, electronics, and miscellaneous shall include manufacturers standard warrantees.

Y. Trials, Transit, and Training

1. All wet trials shall be done before delivery.
2. All systems shall be tested for a minimum of two (2) hours, including the dewatering/fire fighting equipment before delivery.
3. Transit shall be at builders expense by the builder or a qualified, licensed, and bonded marine/boat transfer company.
4. At delivery/acceptance or at a mutually agreed time thereafter, the builder shall provide eight (8) hours of boat familiarization training at the King County Sheriff's Office Marine Dive Unit, Lake Washington, 5165 Carillon Point, Kirkland, WA 98033.

Z. Performance Standards

1. The boat shall have the ability to meet or exceed a minimum maximum speed of 34 knots and maintain that speed on calm waters.
2. The boat shall be able to crash stop without damage within 70 feet.
3. Shall be able to go from a dead still position to a full plane in under 100 yards.
4. Shall be capable of making half and full speed 360 degree turns to both port and starboard without loss of control or danger of vessel rolling. These turns shall be within a 160 foot radius.

AA. Certifications

1. The boat shall be constructed in accordance with and comply with all applicable United States Coast Guard rules and regulations, Code Of Federal Regulations 46, ABYC, American Bureau of Shipping, and NFPA1925.

BB. Inspections

1. The boat shall be subject to inspection during construction by a representative of the King County Sheriff's Office Marine Dive Unit. Any unsatisfactory materials or evidence of faulty workmanship shall be removed and replaced or corrected by and at the expense of the manufacturer. Failure to find faulty materials or workmanship by King County at inspection

times does not release the manufacturer of responsibility for said faulty materials or workmanship.

2. The Contractor/manufacturer shall provide for a minimum of two (2) trips for (3) three KCSO MDU representatives to the factory. Tentatively one trip shall be during the construction of the vessel and one trip shall be during the wet trials.

CC. Plans and Designs

1. One (1) set of plans designed to coordinate with these specifications shall be submitted with the bid response. Design drawings shall include, but are not limited to, profile plan, deck plan, and interior plan. Bidders/manufacturers agree that these plans and specifications shall become the property of the King County Sheriff's Office. The King County Sheriff or their designee shall approve any publicity releases regarding this project.
2. Bidders may under separate cover submit alternate designs, construction methods, and types of machinery which meet the basic specifications. King County will review submittals to determine whether the bid is an approved equal. Bidders accept, by submitting an alternative, King County's determination of acceptance or rejection of any alternative as final.
3. Along with the plans the bidder shall include the bid price total, references for the same boat in similar service, including agency contact information for referral, and Corporate information to include US federal Tax ID#.

**SECTION 7 - PRICING**

Item No.	Qty.	Description	Unit Price	Total Price
1.	1 ea	Rescue Patrol Boat, twine inboard engine, diesel powered, 37'-6"	\$_____/ea	\$_____
		Yr/Make/Model: _____		
		_____		
		<b>Total Bid Price</b>		<b>\$_____</b>



King County

**ATTACHMENT A**  
**INVITATION TO BID IT13057-AAB**  
**KING COUNTY CONTRACTING OPPORTUNITIES PROGRAM**  
**FOR GOODS AND SERVICES CONTRACTS**

The King County Contracting Opportunities Program is a public contracting assistance program that is being implemented on a one-year pilot basis. The purpose of the Program is to maximize the participation of Small Economically Disadvantaged Businesses through the use of a five percent (5%) incentive factor in the award of King County contracts for the purchase of goods and services.

A "Small Economically Disadvantaged Business" (SEDB) means that a business and the person or persons who own and control it are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is based on a dollar ceiling for standard business classifications that is set at fifty percent (50%) of the Federal Small Business Administration (SBA) and Owners' Personal Net Worth less than \$750K dollars.

A "Certified Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SEDB by the King County Business Development and Contract Compliance (BDCC) office. Information about becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by contacting the BDCC office at (206) 205-0700.

**Application of the 5% Incentive Factor and Contract Award:**

1. This contract will be awarded to the lowest responsive, responsible offeror; provided, however, that if the bid price of a responsive, responsible SEDB is within five percent (5%) of the bid price of the lowest responsive, responsible offeror, and that offeror is not a SEDB, then the contract shall be awarded to the low SEDB offeror.
2. All certified SEDB offerors must complete the information in the section for Offeror Identification as described in the front page of this Invitation To Bid and the certification information below.
3. (\_\_\_) Check if firm submitting Bid is a Small Economically Disadvantaged Business Enterprise certified by King County that will perform the entire contract unassisted.

\_\_\_\_\_  
Name of SEDB Business

\_\_\_\_\_  
SEDB Certification Number

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Contact Person Name and Phone Number

## ATTACHMENT J – DISCLOSURE FORM TO REPORT LOBBYING DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31.U.S. C. 1352

<b>1. Complete this form to disclose lobbying activities pursuant to 31 U.S. C. 1352</b> Type of Federal Action: <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Loan <input type="checkbox"/> Loan Guarantee <input type="checkbox"/> Loan Insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> Bid/Offer/Application <input type="checkbox"/> Initial Award <input type="checkbox"/> Post Award	<b>3. Report Type:</b> <input type="checkbox"/> Initial Filing <input type="checkbox"/> Material Change For material change only: year _____ quarter _____ Date of last report: _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____	<b>5. If Reporting Entity in No. 4 is Subawardee, enter:</b> Name and Address of Prime: _____ Congressional District, if known: _____	
<b>6. Federal Department Agency:</b> _____	<b>7. Federal Program Name/Description:</b> _____ CFDA Number, if applicable: _____	
<b>8. Federal Account Number, if known:</b> _____	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. (a.) Name and Address of Lobbying Entity (If individual, Last Name, First Name, MI):</b> _____ <b>(b.) Individuals Performing Services (Include address if different from No. 10 (a.), Last Name, First Name, MI):</b> _____		
<b>11. Amount of Payment:</b> _____	<b>12. Forms of Payment (Check all that apply.):</b> <input type="checkbox"/> Cash <input type="checkbox"/> In Kind; specify: nature _____ value _____	
<b>13. Type of Payment (Check all that apply.):</b> <input type="checkbox"/> Retainer <input type="checkbox"/> One-time Fee <input type="checkbox"/> Commission <input type="checkbox"/> Contingent Fee <input type="checkbox"/> Deferred <input type="checkbox"/> Other; specify: _____		
<b>14. Brief Description of Services Performed or to be Performed and date(s) of service, including officer(s), employee(s), or member(s) contacted, for payment indicated in Item 11:</b> _____ Attach Continuation Sheet(s) SF-LLL-A, if necessary) Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		

Information requested through this form is authorized by title 31 USC § 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 USC § 1352. This information Will be reported to the Congress semi-annually and Will be available for public inspection. Any Person who fails to file the required disclosure Shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


Authorized Signature: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

**BID OPENING LABEL**

Complete the form below (or a reasonable facsimile thereof) and affix to the exterior lower left hand corner of the submission package.

<b>U R G E N T – SEALED BID ENCLOSED</b> <b>Do Not Delay – Deliver Immediately</b>	
<b>U R G E N T</b>	 <b>King County</b> King County Procurement & Contract Services Section Exchange Building, 8 <sup>th</sup> Floor 821 2nd Ave., EXC-FI-0862 Seattle, WA 98104-1598
	<b>Bid No. IT13057-AAB</b>
	<b>Bid Title Boat, Rescue, Patrol, 37'</b>
	<b>Due Date</b>
	<b>Vendor</b>
<b>U R G E N T</b>	